

EXHIBIT A**JUNE 4, 2008**MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

NORTHSHORE STEEL, INC.)	Civil Action No. 08cv2147
)	
Plaintiff,)	Judge Pallmeyer
)	
vs.)	Magistrate Judge Denlow
)	
RELIABLE GALVANIZING)	
COMPANY,)	
)	JURY TRIAL DEMANDED
Defendant.)	

AMENDED COMPLAINT AT LAW

NOW COMES the Plaintiff, Northshore Steel, Inc., by and through its attorney, Kenneth D. Butler of Kenneth D. Butler, Ltd., 11 East Superior Street, Suite 555, Duluth, Minnesota 55802, and complaining of Defendant Reliable Galvanizing Company, alleges the following:

JURISDICTION

1. Plaintiff is a corporation incorporated under the laws of the State of Minnesota, having its principal place of business located at 1528 Highway #2, Two Harbors, MN 55616.
2. Defendant is a corporation incorporated under the laws of the State of Illinois, having its principal place of business located at 819 West 88th Street, Chicago, Illinois 60620.
3. That this cause involves an amount in controversy in excess of Seventy-five Thousand and no/100 Dollars (\$75,000.00), exclusive of costs and interest.
4. The subject matter jurisdiction is proper pursuant to 28 U.S.C. §1332.

VENUE

1. That the occurrence giving rise to this litigation occurred within the Northern

District of Illinois in the City of Chicago, Illinois.

2. That venue is proper within the Northern District of Illinois pursuant to 28 U.S.C. §1391.

FACTS

1. In the spring of 2006 a representative of Plaintiff contacted Defendant by telephone and facsimile transmission to learn if Defendant could galvanize fabricated steel trusses manufactured by Plaintiff in Two Harbors, Minnesota. Attached as Exhibit A is a description of the trusses prepared by the Plaintiff and faxed to Defendant. The notations on Exhibit A are mainly those of a representative of Defendant and show, among other things, a price of 16 cents per pound for Defendant to fabricate the trusses.
2. Around the same time a verbal argument was reached between the Plaintiff and Defendant for Defendant to galvanize the fabricated steel trusses and other steel material shipped to it by Plaintiff at 15 cents per pound.
3. Said verbal agreement between Plaintiff and Defendant further required Defendant to ship the galvanized trusses and other steel material F.O.B. 819 West 88th Street, Chicago, Illinois 60620 to Consumers Energy, J.H. Campbell Complex at 17000 Croswell, West Olive, Michigan 49460 ("Jobsite"). Consumers Energy ("Owner") was the owner of the facility being built at that location ("Project"). Lakehead Constructors, Inc., 2916 Hill Avenue, Superior, Wisconsin 54880 ("Lakehead") was the Owner's General Contractor for the Project.
4. Defendant assigned a Purchase Order No. 4806 to its agreement with Plaintiff.
5. Attached as Exhibit B are copies of Plaintiff's bills of lading dated June 28, 2006 and

June 29, 2006 showing 16 trusses (plus other steel material) shipped to Defendant for galvanizing.

6. Attached as Exhibit C are Defendant's invoices to Plaintiff for the cost of galvanizing the trusses.
7. Attached as Exhibit D is a copy of the material certifications for the galvanized steel sent Plaintiff by Defendant which shows Plaintiff's purchase order assigned to it by Defendant and indicating that the galvanized steel was shipped via Brown's on July 25, 2006 and July 28, 2006.
8. Attached as Exhibit E is a copy of the shipping orders for the galvanized fabricated trusses shipped by Defendant F.O.B. 819 West 88th Street, Chicago, Illinois 60620-2668 to the Jobsite on or about July 25, 2006.
9. When the galvanized fabricated steel trusses were delivered to the Jobsite they were found to be damaged, as evidenced by Exhibit E and the Receiving Inspection Report from the Owner, which Report is attached hereto as Exhibit F.
10. Plaintiff was under contract with Lakehead to manufacture these trusses to the engineers' specifications and deliver them to the Jobsite undamaged and ready to be used for their intended purpose.
11. The Owner, upon discovering the defective trusses, was concerned about their competency and required load testing and other testing be performed to determine their integrity.
12. The cost of the truss test procedure required to load test each of the trusses together with the costs associated with the repair of the trusses, including the bad welds, was

\$269,556.82. Lakehead subsequently deducted this amount from the amount due it under its contract with Plaintiff.

**COUNT I
BREACH OF CONTRACT**

13. Plaintiff realleges and incorporates Items 1 through 12 above as though fully set forth herein and further alleges:
14. Defendant breached its agreement with Plaintiff by delivering Plaintiff's galvanized trusses to the Jobsite in a defective and damaged condition requiring repairs and load testing to each truss to Plaintiff's detriment in the amount of \$269,556.82.
15. Plaintiff performed all of the terms and conditions required of it under its agreement with Defendant.

**COUNT II
BREACH OF IMPLIED WARRANTIES**

16. Plaintiff realleges and incorporates Items 1 through 15 above as though fully set forth herein and further alleges:
17. The galvanizing to be performed by Defendant to Plaintiff's trusses and other steel material shipped to Defendant by Plaintiff constituted a product under the Illinois Uniform Commercial Code ("Code").
18. The galvanized fabricated trusses delivered to the Jobsite by the Defendant were subject to the implied warranty of merchantability prescribed by the Code because Defendant held itself out as a merchant of galvanized steel products.
19. The galvanized trusses delivered to the Jobsite by Defendant were subject to the implied warranty of fitness for a particular purpose prescribed by the Code, because the

Defendant knew of the particular purpose for which the galvanized trusses were being used and further, Defendant knew that Plaintiff was relying on Defendant's expertise that the fabricated trusses, once galvanized, would be suitable for the purpose intended by Plaintiff.

20. Defendant breached its warranties of merchantability and fitness for a particular purpose to Plaintiff by delivering Plaintiff's galvanized steel trusses to the Jobsite in a defective and damaged condition.

**COUNT III
DAMAGES**

21. Plaintiff realleges and incorporates Items 1 through 20 above as though fully set forth herein and further alleges:

22. Because of Defendant's breaches of contract and breaches of warranty, Plaintiff has sustained substantial and extensive losses in the following amounts: excess costs incurred in load testing each of the trusses as well as repairing each of the trusses in the amount of \$269,556.82.

23. As a direct result of the breaches of warranty by Defendant, Plaintiff has sustained total damages, and has the right to recover the amount, of \$269,556.82 together with interest.

24. Although demand has been made on Defendant to pay the amount of Plaintiff's damages, Defendant has refused to pay any portion of it.

JURY TRIAL DEMAND

Plaintiff demands trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant in the sum of \$269,556.82, plus costs and disbursements, and for such other legal and equitable relief as the Court deems just and appropriate.

Dated: May 30, 2008.

KENNETH D. BUTLER, LTD.

By Kenneth D. Butler

Kenneth D. Butler, (MN #13791)
11 East Superior Street, #555
Duluth, Minnesota 55802
Telephone: (218) 625-2264

Attorney for Plaintiff

EXHIBIT A

tagging/stamping

Slip quotients

3-1/4" bow for joist

Tank

54 54 Deep

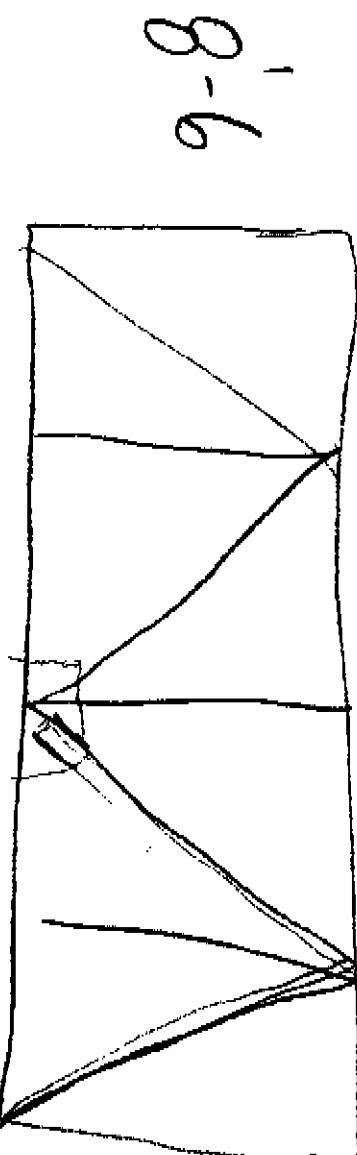
Mill Marking Paint?

Black on sides of beams

42'

Will Warp
wave like

Markings besides soap stone?



As
Reliable - ~~Date~~
- Mike

Inspections

Tom Langill 1/4

1-800 - Hot Spec

Tech support

Galv w/coal

• 15/16

includes

trusses

Northshore Steel, Inc.
1528 HWY 2
TWO HARBORS, MN 55616
PHONE (218) 834-2485
FAX (218) 834-6162

SHIPPING TICKET
Ticket No: 4801
Our Job No: 4806
Page 1 of 2
Ship Date: 06-28-06

Project Name: CONSUMERS ENERGY
***** Sold to *****
LAKEHEAD CONTRACTORS, INC.
2916 HILL AVE
SUPERIOR, WI 54880

***** Ship to *****
CONSUMERS ENERGY
HOLLAND, MI

Ship Via: JEFF FOSTER

Total Shipment Weight: 40,060 lbs.

Remark:

QTY	MARK	SEQ	DESCRIPTION	LENGTH	WEIGHT	EACH	TOTAL
7	2102-1		PL 5/16 x 18 1/8	1' 10 7/8	37	258	
10	2102-2		PL 5/16 x 17 3/8	1' 11 3/8	36	361	
7	2102-3		PL 5/16 x 17 3/8	1' 9	32	227	
12	2102-4		PL 5/16 x 16 1/16	1' 6 3/4	27	321	
18	2102-5		PL 5/16 x 15 7/8	1' 5 1/2	25	444	
12	2102-6		PL 5/16 x 14 11/16	1' 5 3/8	23	272	
24	2103-1		L 3 x 3 x 3/16	6' 6	24	579	
16	2103-2		L 3 x 3 x 1/4	6' 0 3/16	29	472	
24	2103-3		L 3 x 3 x 3/16	6' 0 3/16	22	536	
28	2103-4		L 3 x 3 x 1/4	6' 1 7/8	30	845	
4	2103-5		L 3 x 3 x 1/4	6' 6	32	127	
14	2109-1		L 2 1/2 x 2 1/2 x 1/4	6' 9 3/4	28	391	
20	2109-3		L 2 1/2 x 2 1/2 x 1/4	6' 5 3/16	26	527	
14	2109-5		L 2 1/2 x 2 1/2 x 1/4	6' 7 5/8	27	381	
12	2110-1		PL 5/16 x 9 11/16	1' 5 7/8	15	185	
14	2110-2		BAR 5/16 x 4	1' 5 1/2	6	87	
18	2110-3		PL 5/16 x 10 1/2	1' 5 1/2	16	294	
10	2110-4		BAR 5/16 x 4	1' 6	6	64	
12	2110-5		PL 5/16 x 10 1/4	1' 6 1/8	17	198	
2	2111-1		PL 5/16 x 10 15/16	1' 6 1/16	18	35	
1	2111-2		BAR 5/16 x 4	1' 6	6	6	
2	2111-3		PL 5/16 x 9 1/16	1' 7 1/16	15	31	
4	2111-4		PL 5/16 x 8 1/8	1' 9 3/4	16	63	
2	2111-5		BAR 5/16 x 4	1' 7	7	13	
4	2111-6		PL 5/16 x 10 13/16	1' 5 1/16	16	66	
2	2111-7		PL 5/16 x 9 1/2	1' 6 3/4	16	32	
1	2111-8		BAR 5/16 x 4	1' 5 1/2	6	6	
2	2111-9		PL 5/16 x 9 15/16	1' 5 5/8	16	31	
1	2127-1		TRUSS		3,599	3,599	
1	2128-1		TRUSS		4,659	4,659	
1	2129-1		TRUSS		4,659	4,659	
1	2130-1		TRUSS		3,873	3,873	
1	2131-1		TRUSS		3,874	3,874	
1	2133-1		TRUSS		3,883	3,883	
1	2134-1		TRUSS		4,245	4,245	

NAME IN FULL

Received By: _____ Date: _____

Northshore Steel, Inc.
1528 HWY 2
TWO HARBORS, MN 55616
PHONE (218) 834-2485
FAX (218) 834-6162

SHIPPING TICKET
Ticket No: 4801
Our Job No: 4806
Page 2 of 2
Ship Date: 06-28-06

Project Name: CONSUMERS ENERGY
***** Sold to *****
LAKEHEAD CONSTRUCTORS, INC.
2916 HILL AVE
SUPERIOR, WI 54880

***** Ship to *****
CONSUMERS ENERGY
HOLLAND, MI

Ship Via: JEFF FOSTER

Total Shipment Weight: 40,060 lbs.

Remark:

QTY	MARK	SEQ	DESCRIPTION	LENGTH	WEIGHT	EACH	TOTAL
1	2135-1		TRUSS		4,245	4,245	
4	2407-2		PL 1/2 x 8 1/2	1' 6	22	87	
4	2407-3		PL 1/2 x 7 1/2	1' 0	13	51	
8	2407-4		BAR 1/2 x 2 1/2	1' 0	4	34	

NAME IN FULL
Received By: _____

Date: _____

Northshore Steel, Inc.
1528 HWY 2
TWO HARBORS, MN 55616
PHONE (218) 834-2485
FAX (218) 834-6162

SHIPPING TICKET
Ticket No: 4802
Our Job No: 4806
Page 1 of 2
Ship Date: 06-29-06

Project Name: CONSUMERS ENERGY

***** Sold to *****

***** Ship to *****
RELIABLE GALVANIZING
819 WEST 88TH STREET
CHICAGO, IL 60620

Ship Via: jeff foster

Total Shipment Weight: 26,932 lbs.

Remark:

QTY	MARK	SEQ	DESCRIPTION	LENGTH	WEIGHT	EACH	TOTAL
2	2105-1		PL 5/16 x 16 7/8	1' 5 3/4	27	53	
1	2105-10		PL 5/16 x 17 3/8	1' 9	32	32	
1	2105-11		PL 5/16 x 16	2' 8 1/4	46	46	
1	2105-12		PL 5/16 x 17 1/2	1' 9	33	33	
2	2105-2		PL 5/16 x 7 3/16	2' 3	17	35	
2	2105-3		PL 5/16 x 9	1'11 1/8	19	37	
2	2105-4		PL 5/16 x 15 15/16	1' 7 1/16	27	54	
2	2105-5		PL 5/16 x 16 5/16	1' 7 1/16	28	55	
2	2105-6		PL 5/16 x 6 1/8	2' 3 1/2	15	30	
2	2105-7		PL 5/16 x 9 3/16	1' 9 5/8	18	35	
2	2105-8		PL 5/16 x 15 1/16	1' 7 3/16	26	51	
1	2105-9		PL 5/16 x 16 1/2	2' 5 7/8	44	44	
2	2107-1		PL 5/16 x 20 3/4	1'10 1/16	41	81	
2	2107-2		PL 5/16 x 14 1/2	1' 8 1/16	26	52	
2	2107-3		PL 5/16 x 16 5/16	1' 7 3/8	28	56	
2	2107-4		PL 5/16 x 16	1' 6 7/8	27	54	
2	2107-5		PL 5/16 x 16 1/16	1' 6 11/16	27	53	
1	2107-6		PL 5/16 x 15 1/2	2'10 1/8	47	47	
1	2107-7		PL 5/16 x 16 15/16	2'10	51	51	
1	2107-8		PL 5/16 x 17 3/8	1' 9	32	32	
1	2107-9		PL 5/16 x 17 1/2	1'10 1/8	34	34	
2	2114-1		PL 5/16 x 10 5/8	1' 5 3/8	16	33	
1	2114-10		BAR 5/16 x 4	1'10	8	8	
2	2114-2		PL 5/16 x 16 7/16	1' 5 3/8	25	51	
2	2114-3		PL 5/16 x 13 3/16	1' 4 11/16	20	39	
2	2114-4		PL 5/16 x 10 7/8	1' 1 3/16	13	26	
2	2114-5		PL 5/16 x 10 13/16	0'11 3/4	11	23	
2	2114-6		PL 5/16 x 10 13/16	1' 6 3/16	17	35	
1	2114-7		BAR 5/16 x 4	1' 8	7	7	
1	2114-8		BAR 5/16 x 4	1' 7	7	7	
1	2114-9		BAR 5/16 x 4	1' 6	6	6	
2	2115-1		PL 5/16 x 15 1/8	1' 4 13/16	23	45	
2	2115-2		PL 5/16 x 10 1/8	1' 3 1/8	14	27	
4	2115-3		PL 5/16 x 9 1/16	1'10 13/16	18	74	
1	2115-4		PL 5/16 x 17 3/8	1'11 1/2	36	36	

NAME IN FULL
Received By: _____

Date: _____

Northshore Steel, Inc.
 1528 HWY 2
 TWO HARBORS, MN 55616
 PHONE (218) 834-2485
 FAX (218) 834-6162

SHIPPING TICKET
 Ticket No: 4802
 Our Job No: 4806
 Page 2 of 2
 Ship Date: 06-29-06

Project Name: CONSUMERS ENERGY

***** Sold to *****

***** Ship to *****
 RELIABLE GALVANIZING
 619 WEST 88TH STREET
 CHICAGO, IL 60620

Ship Via: jeff foster

Total Shipment Weight: 26,932 lbs.

Remark:

QTY	MAR#	SEQ	DESCRIPTION	LENGTH	WEIGHT	EACH	TOTAL
1	2115-5		BAR 5/16 x 4	2' 1	9	9	
1	2117-1		PL 5/16 x 10 1/8	1' 5 5/16	16	16	
2	2117-2		PL 5/16 x 10 1/8	1' 4 7/8	15	30	
2	2117-3		PL 5/16 x 10 1/16	0' 11 1/8	10	20	
1	2117-4		PL 5/16 x 18 3/16	2' 0 3/4	40	40	
1	2117-5		BAR 5/16 x 4	1' 6	6	6	
1	2117-6		PL 5/16 x 9 11/16	0' 11 9/16	10	10	
1	2120-1		TRUSS		3,168	3,168	
1	2121-1		TRUSS		3,093	3,093	
1	2122-1		TRUSS		3,312	3,312	
1	2123-1		TRUSS		3,312	3,312	
1	2124-1		TRUSS		2,526	2,526	
1	2125-1		TRUSS		2,526	2,526	
1	2126-1		TRUSS		3,599	3,599	
1	2132-1		TRUSS		3,883	3,883	

NAME IN FULL
 Received By _____

Date: _____



RELIABLE GALVANIZING CO.

819 W. 88th Street Chicago, Illinois 60620-2668
Phone (773) 651-2500
FAX (773) 488-7100
email: info@reliablegalvanizing.com

American Geographers Association



INVOICE #: 20192

Page 1

EXHIBIT C

Term: 1/2 of 1% 10 Days net 30 Days

PURCHASE ORDER NO. DATE INVOICED FREIGHT F.O.B. SHIPPED VIA
4806 07/25/96 COLLECT 819 W. 88TH STREET BROWN'S
CHICAGO, ILL. 60620-2666

NOR011

NORTH SHORE STEEL INC.

SOLD P. O. BOX 247
19

- TWO HARBORS, MN 55616

S CONSUMER ENERGY
W J. H. CAMPBELL COMPLEX
I 17000 CROSWELL
P O WEST OLIVE, MI 49460

No. of PCs	DESCRIPTION	WEIGHT	PRICE PER CWT	AMOUNT
1	GALV. FABRICATED STEEL PARTIAL ORDER	35,100	15.00	5265.00

Entered

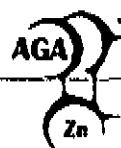
35,100		5,265.00
--------	--	----------

PAY THIS AMOUNT

THE GOODS OR SERVICES COVERED BY THIS INVOICE ARE FURNISHED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED.
ITEMS WHICH ARE MADE WITHIN 10 DAYS AFTER DELIVERY - MERCHANDISE NOT TO BE RETURNED WITHOUT OUR PERMISSION.

INVOICE

Musk's
Not Here 8/15 6025.
8/31 3422.



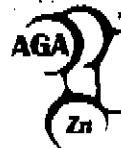
Member-American Galvanizers Association



RELIABLE GALVANIZING CO.

819 W. 88th Street Chicago, Illinois 60620-2668
Phone (773) 651-2500
FAX (773) 488-7100
email: info@reliablegavantizing.com

American Culinary Association



INVOICE #: 20193

Page 1

Terms: 1% of 1% 10 Days net 30 Days

PURCHASE ORDER NO.	DATE INVOICED	FREIGHT	F.O.B. 819 W. 88TH STREET CHICAGO, ILL. 60620-2660	SHIPPED VIA
4806	07/25/06	COLLECT		BROWN'S

VDR011

NORTH SHORE STEEL INC.
P.O. BOX 247
TWO HARBORS, MN 55616

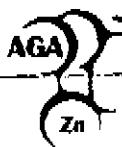
S H CONSUMER ENERGY
I J. H. CAMPBELL COMPLEX
P 17000 CROSWELL
T O WEST OLIVE, MI 49460

No. of PCS.	DESCRIPTION	WEIGHT	PRICE PER CWT	AMOUNT
1	GALV. FABRICATED STEEL PARTIAL ORDER	27,460	15.00	4,119.00
	Entered	27,460		4,119.00

PAY THIS AMOUNT
THE GOODS OR SERVICES COVERED BY THIS INVOICE ARE FURNISHED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED.
CLAIMS MUST BE MADE WITHIN 10 DAYS AFTER DELIVERY. MERCHANDISE NOT TO BE RETURNED WITHOUT OUR APPROVAL.

INVOICE

PAY THIS AMOUNT —



Member-American Galvanizers Association

819 WEST 88TH STREET
CHICAGO, IL 60620
Phone: 773-651-2500
Fax: 773-488-7100

**Reliable Galvanizing
Co.**

EXHIBIT D

Fax

To: MR. DAVID LARSON

From: KAWATA DIXON

NORTHSORE STEEL, INC.

Fax: 218-834-6162

Date: August 2, 2006

Phone: 218-834-2485

Pages: 4

Re: MATERIAL CERTIFICATIONS

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Mr. Larson:

Attached please find the material certifications for the galvanized steel shipped via Brown's on 7/25/06 and 7/28/06. Please contact us if you need anything more.

We appreciate your business!

Sincerely yours,

Kavata Dixon



819 WEST 65TH STREET
CHICAGO, ILLINOIS 60620
(773) 280-7100
FAX: (773) 280-7100
info@edspole.com

RELIABLE GALVANIZING CO.

WE CERTIFY THAT

"OUR SERVICES"

1. PIECES OF PAPER WHICH ARE FINGER PRINTED

PIECES OF PAPER

PIECES OF PART

PIECES OF PAPER

PIECES OF PAPER

PIECES OF PART

PIECES OF PART

PIECES OF PART

PIECES OF PART

PURCHASE ORDER # NORTH SHORE STEEL INC. # 4806

HAVE BEEN GALVANIZED IN ACCORDANCE WITH ASTM SPECIFICATION #: A-123

Plant Manager

Dee Webb

Subscribed and sworn to before me,

07/25/08

Notebooks



Member-American Galvanizers Association

RELIABLE MEETS ALL YOUR GALVANIZING NEEDS



819 WEST 88TH STREET

CHICAGO, ILLINOIS 60620-2668

(773) 651-2668

FAX: (773) 485-7109

email: Info@reliablegalvanizing.com

RELIABLE GALVANIZING CO.

WE CERTIFY THAT

OUR INVOICE #

1 PIECES OF PART GALV. FABRICATED STEEL

PIECES OF PART _____

PURCHASE ORDER # NORTH SHORE STEEL INC. # 4806

HAVE BEEN GALVANIZED IN ACCORDANCE WITH ASTM SPECIFICATION #: A-123

Plant Manager

A handwritten signature in black ink, appearing to read "Dale Wolf".

Subscribed and sworn to before me on:

07/25/06

Notary Public



Member-American Galvanizers Association

RELIABLE MEETS ALL YOUR GALVANIZING NEEDS



819 WEST 86TH STREET
CHICAGO, ILLINOIS 60619-2608
(773) 651-2500
FAX: (773) 651-7300
email: info@reliablegalvanizing.com

RELIABLE GALVANIZING CO.

WE CERTIFY THAT

OUR INVOICE # 4806

1 PIECES OF PART GALV. FABRICATED STEEL

PIECES OF PART

PURCHASE ORDER # NORTH SHORE STEEL INC. # 4806

HAVE BEEN GALVANIZED IN ACCORDANCE WITH ASTM SPECIFICATION #: A-123

Plant Manager

Subscribed and sworn to before me on:

07/25/06

Notary Public



Member-American Galvanizers Association

DEFIARIE MEETS ALL YOUR GALVANIZING NEEDS

TOTAL P.04

JAN-08-2007 10:25 AM CTU 02 LCI MI Document 20 FCC
Uniform Domestic Straight Bill of Lading adopted by Carriers in Official, Southern, Western and
Illinois Classification Territories, March 15, 1922, as amended August 1, 1930 and June 15, 1941.

**UNIFORM STRAIGHT BILL OF LADING
THIS SHIPPING ORDER**

must be legibly filled in, in ink, Indelible Pencil,
or in Carbon and retained by the Agent.

EXHIBIT E

COMPANY

INSTITUT MÉDICAL

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

Page 1

FROM RELIABLE GALVANIZING CO.

PURCHASE ORDER NO. DATE SHIPPED FREIGHT F.O.B. CARRIER
4996 07/25/06 COLLECT 819 W. 88TH STREET BROWN'S
CHICAGO, ILL. 60620-2648

M0R011

North Shore Steel Inc.

**RELEASE
TO** F.O. BOX 247

L-100 HOGBURG, MN 55616

CONSUMER ENERGY

P. J. H. CAMPBELL COMPLEX

17900 CROSWELL

WEST OLIVE, MI 49460

No. of PCS.	DESCRIPTION	WEIGHT
1	GALV. FABRICATED STEEL PARTIAL ORDER	15,100
	DIMAKIT T-6 LOADS MUST BE TARPED	
	BENT ANGLES & CONNECTIONS	
	<i>Paul Miller</i>	

This to the property herein described shall be vested in the consignee upon delivery to the carrier, who has been designated by the consignor to be the agent of the consignee, and thereupon all right of the consignor to the property or responsibility therefore (except the right of passage in transit) shall cease.

SWIRPF

RELIABLE GALVANIZING CO.
819 W. BETH Street CHICAGO, ILLINOIS 60620-2444

CARRYING AGENT

Brown's T1

This is to certify that the above named article was correctly described, packed and shipped by me.

Consumers Energy

Count on Us

EXHIBIT F

RIR #

Truck Co.: Brown Trucking

Trailer #

Storage Location: East side of 9A
Gallery in lay down
yard!**RECEIVING
INSPECTION REPORT**DATE SHIPMENT RECEIVED 7-26-06

PICTURE NO. _____

COMPONENT DESCRIPTIONTruss section for 9A GalleryNorth Shore Steel & Reliable Galvanizing**INSPECTION FOR:**

SAT. UNSAT. N/A

A. SHIPPING PAPER/PACKING LIST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. PIECE MARK NUMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. REQUIRED COUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. VISIBLE DAMAGE TO ITEM(S) CONTAINER, PACKAGING, ETC.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. VISIBLE DAMAGE TO ITEM(S)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS: (INCLUDING EXPLANATION OF ALL UNSATISFACTORY CONDITIONS)Visible bending
in diagonal bracing - cracked welds

STORAGE LEVEL REQUIRED (CIRCLE ONE): A B C SPECIAL

COLOR TAG APPLIED: RED NONE

FOR UNSATISFACTORY INSPECTION REFER TO: OVER, SHORT, AND DAMAGE REPORTS

INITIAL INSPECTION HAS BEEN PERFORMED RECEIVING INSPECTOR <u>7-26-06</u> DATE		UNSATISFACTORY CONDITION HAS BEEN DETECTED QC SUPERINTENDENT DATE
THE CONSUMERS ENERGY REPRESENTATIVE HAS REVIEWED THE RIR AND IS AWARE OF ANY UNSATISFACTORY INSPECTION		
<u>R. J. Schaefer</u> CONSUMERS ENERGY REPRESENTATIVE	<u>K. L. Johnson</u> CONSTRUCTION MANAGER	<u>7-26-06</u> DATE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

NORTHSHORE STEEL, INC.) Civil Action No. 08cv2147
)
Plaintiff,) Judge Pallmeyer
)
vs.) Magistrate Judge Denlow
)
RELIABLE GALVANIZING)
COMPANY,)
)
Defendant.)

FILED

AFFIDAVIT OF SERVICE

JUN 02 2008 YM

STATE OF MINNESOTA) ss.
COUNTY OF ST. LOUIS)

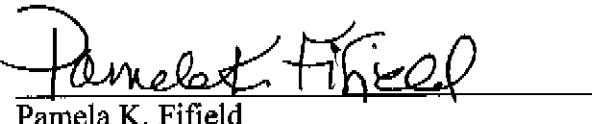
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

Pamela K. Fifield, being first duly sworn on oath, states that on the 30th day of May, 2008 she served the following:

1. Notice of Motion;
2. Plaintiff Northshore Steel, Inc.'s Rule 15 Motion to Amend Its Pleading and Memorandum in Support Thereof;
3. Proposed Agreed Order Granting Plaintiff's Motion to Amend Its Complaint;
4. Letter to the Clerk of Court,

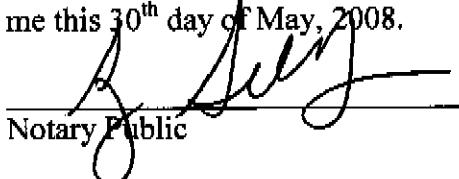
on the following individual at the following address by depositing a true and correct copy thereof in the Federal Express dropbox, addressed as follows:

Lauren Spira, Esq.
J. David Duffy, Esq.
Thompson Coburn, LLP
55 East Monroe Street, 40th Floor
Chicago, Illinois 60603



Pamela K. Fifield

Subscribed and sworn to before
me this 30th day of May, 2008.



Notary Public

